UNITED STATES OF AMERICA BEFORE THE NATIONAL LABOR RELATIONS BOARD DIVISION OF JUDGES ATLANTA BRANCH OFFICE

ABC PEST CONTROL OF HOUSTON, INC., d/b/a ABC HOME & COMMERCIAL SERVICES

and Case 16-CA-27505

JAMIE PINEDA MORENO, an Individual

and Case 16-CA-27673

LIZARDO RUIZ-PERMUY, an Individual

Roberto Perez, Esq., for the General Counsel. D. Scott Funk, Esq., for the Respondent.

DECISION

Statement of the Case

GEORGE CARSON II, Administrative Law Judge. This case was tried in Houston, Texas, on May 9 and 10, 2011, pursuant to a consolidated complaint that issued on February 28, 2011. The complaint alleges that the Respondent unlawfully interrogated employees by requesting that they provide the Respondent with affidavits they provided to the National Labor Relations Board and unlawfully discharged an employee for engaging in protected concerted activities. The answer of the Respondent denies any violation of the Act. I find that the request for affidavits violated the Act.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel and the Respondent, I make the following

Findings of Fact

I. Jurisdiction

The Respondent, ABC Pest Control of Houston, Inc., d/b/a ABC Home & Commercial Services, ABC or the Company, is a Texas corporation with an office and facilities in Houston, Texas, from which it is engaged in residential and commercial pest control and pool and lawn services. The Respondent annually purchases and receives goods valued in excess of \$50,000 from other enterprises, including Univar UAS and PoolCorp located within the State of Texas, each of which other enterprise receives those goods directly from points outside the State of Texas. The Respondent admits, and I find and conclude, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

¹ The name of the Respondent was amended at the hearing. All dates are in 2010 unless otherwise indicated. The charge in Case 16–CA–27505 was filed on June 22, and the charge in Case 16–CA–27673 was filed on October 1.

II. Alleged Unfair Labor Practices

A. Overview

Company President Raleigh Jenkins and his wife began operating ABC, a family owned business, in 1986. President Jenkins explained that the reputation of the Company is "critical to the survival of our business and what we do." The Company has approximately 200 employees. Many are involved with pest control services provided to residential and commercial customers. This case relates only to the lawn service aspect of the business.

10

15

5

Lawn service employees are compensated on a commission based upon the charges made to customers. The employees are guaranteed minimum wage, which assures their compensation in the event of unforeseen difficulties such as inclement weather. There are nine lawn crews, each of which is assigned a route and overseen by a nonsupervisory crew leader. At the relevant time herein, the crews were supervised by Eduardo Campos who reported to General Manager Steven Martin. If necessary, when a crew member was absent, Supervisor Campos would perform lawn work in order to assure that the customers were served.

Charging Party Jamie Pineda Moreno was the crew leader of the crew assigned to the
LM07 route. Two other crew members worked with that crew, Armando Rodas and Lizardo
Ruiz-Permuy (Ruiz). Ruiz had worked on the crew for only about a week and a half as of June
11. Prior to that Victor Garcia had held Ruiz's position. Moreno is bilingual. Rodas, Ruiz, and
Garcia speak only Spanish. The crew worked in the Houston suburbs of Sugar Land, Missouri
City, and Richmond, which involved more travel time than that of other crews. Crew leader
Moreno was responsible for all paperwork which included filling out documents reflecting the
work that was done and signing off upon it. A copy was left with the customer, and the customer
was thereafter charged for the work performed.

On June 22, Moreno was discharged for falsifying paperwork showing that a lawn had been serviced and billing the customer when, in fact, the lawn had not been serviced.

B. Facts

In 2009 the Company purchased lawn mowers with dual rotating blades. The mowers with dual blades cut a width of 32 inches. The crews also had a traditional mower which cut a width of 21 inches. It is undisputed that, when mowing high and thick grass, the mower with dual blades sometimes left a thin line of uncut grass, which some witnesses referred to as a "mohawk," that necessitated making a separate pass to cut the thin line of uncut grass.

40

30

35

On June 11, Lizardo Ruiz, who was operating the dual blade mower, complained to crew leader Moreno that it was leaving a mohawk. Although counsel for General Counsel called the attention of the employee witnesses to the date June 10, a Thursday, General Manager Steve Martin was certain that the complaint was made on Friday, June 11. His recollection is confirmed by the appointment list for Moreno's crew which shows that the crew began work at 8 a.m. and completed three lawn services by 9:35 a.m. The appointment list shows that the next lawn service began at 11:45 a.m., more than 2 hours later.

45

Following the complaint by Ruiz, Moreno called Supervisor Campos, who was filling in on another crew. Moreno called on a speaker telephone. The conversation, basically in Spanish, was overheard by Rodas and Ruiz. Moreno recalled stating that crew needed another lawnmower and that Campos responded, "just to get it done," that he did not care which way but "get it done." Crew member Rodas, noting that Moreno had previously sought to get a different

JD(ATL)-18-11

lawnmower, recalled that Campos responded that he was "waiting for an answer from his boss" and could not do anything "right then." Ruiz initially testified that Moreno explained that the mower "was not working" appropriately and that Campos answered that he worked for ABC and "the job had to be done right." Ruiz thereafter acknowledged, consistent with his pretrial affidavit, that Campos also explained that he "didn't have another machine to give him, and that he didn't have time to fix it, because he was also on a route." Campos said he would fix the situation on the following Monday.

Campos confirmed that he received a call from Moreno and that he explained that he was filling in on a crew on a different route and would fix the problem on Monday. The crew had the 21 inch mower, thus they could have continued to work.

10

15

20

25

30

35

40

45

Moreno, Rodas, and Ruiz were dissatisfied with the absence of any action by Campos. After some discussion with each other, Moreno called General Manager Steve Martin. Moreno told Martin that the lawnmower was not working properly and that the crew "needed to get different tools." Moreno recalled that Martin requested that the crew come to his office. Martin acknowledged receiving the call but not asking that the crew report to the office. It is undisputed that, whether asked to come to the office or not, the crew did go to Martin's office.

Ruiz recalled that the employees went to Martin's office without having first called Martin. He did not testify to overhearing a conversation between Moreno and Campos following Moreno's call to Martin.

Moreno and Rodas confirm that, after the call to Martin, Moreno received a telephone call from Campos that he placed on the speaker telephone. According to Moreno, Campos was upset with him for having called Martin and was threatening, stating, "Now, you're going to get it; you're going to see what's going to happen to you."

Rodas recalled that Moreno explained to Campos that he called Martin because Campos did not "have an answer" and he wanted to see if Martin "could give us an answer." Rodas recalled that Campos responded, "I'm only going to tell you one thing; if you want things to be that way, then that's the way things are going to be." Although testifying that "that's all he said," Rodas added that Campos told Moreno, "You shouldn't have done that."

Campos acknowledged that he did call Moreno, asking "why did he have to call Mr. Martin in regards to the mower when we had discussed this already . . . [a]nd we were going to take care of this on Monday." Moreno answered that "it wasn't good enough for him; he needed it now." When questioned regarding his reaction to Moreno's call to Martin, Campos answered, "[l]t's an open-door policy. It really didn't matter if he did or not." If it "did not matter" there would have been no call. Campos wanted to know why Moreno had called Martin.

Moreno and Campos speak both Spanish and English, and neither testified through an interpreter. Rodas and Ruiz speak no English and both testified through an interpreter. Campos admitted asking Moreno why he had called Martin. I find that Moreno perceived the question as an unspecified threat, that he was "going to get it," but I do not credit Moreno that Campos made the foregoing statement. Rodas did not corroborate Moreno's version of the conversation, and I do not credit his belated recollection that Campos stated to Moreno that he "shouldn't have done that." The admission by Campos that he questioned Moreno regarding why he had called Martin establishes that he was upset with Moreno for having called his boss, Martin.

When the crew met with Martin, Moreno complained about the manner in which Campos was "treating us," but did not mention any alleged "going to get it" comment. Martin assured

them that ABC had no problem with their complaining about equipment. Moreno confirmed that Martin stated that no one was going to get fired. Ruiz recalled that Moreno translated, saying that Martin stated that there would be no retaliation. Martin explained that the Company wanted the employees "to be as efficient and effective as possible" and, in that regard, if any problem developed with equipment, it should be sent to the shop and the "mechanic gets on it."

5

10

15

20

25

30

35

40

45

Moreno recalled that Martin stated that he would be the boss of the crew, referred to complaints he had received about Campos, and hit the table in his office when doing so. Ruiz did not mention any such action. Insofar as Martin spoke only English, the testimony of Rodas regarding Martin mentioning complaints about Campos would have been dependent upon whatever Moreno translated into Spanish. Ruiz did not testify to hearing any translated comment relating to Campos or observing Martin hit a table. Martin denied hitting a table or making any derogatory statements regarding Campos, explaining that he would never make comments relating to a supervisor to "one of his subordinates." Campos remained supervisor of the crew. I credit Martin. Martin acknowledged that, on the following Monday, he informed Campos that Moreno had complained about the manner in which he had spoken to Moreno, noting that he did not know what was said, but that Moreno was upset and that Campos needed "to be careful how he talked." Martin told the crew that they would be given a different mower, but that they needed to complete their assignments with the equipment they had that day. The employees returned to work.

The appointment list for Moreno's crew on June 11 reflects that, after the crew returned to work at 11:45, they performed lawn service on 10 lawns including the lawn of Diane Massey. An invoice was left at her residence which states that the lawn was serviced between 3:15 and 3:45 p.m. Massey was out of town on June 11. She returned on Sunday, but then left on Monday and returned on Tuesday the 15th. When she returned, she sent an email to Campos at 9:33 p.m. complaining that her lawn looked terrible, worse than it had it 20 years, and asking how long it had been since it had been mowed. On the morning of June 16, Campos responded, stating that he would come out. He did so on the 16th and took photographs which showed that the lawn needed mowing. Massey testified that she had lived in the house for 23 years and the "grass has never been that long."

After taking the photographs, Campos called Moreno regarding Massey's lawn. Moreno answered, "I don't know what you're talking about. We mowed it. It's done." Campos, who had just taken the photographs, testified that the lawn "definitely was not" mowed on the preceding Friday, June 11, "pictures don't lie." Moreno implicitly denied receiving a call from Campos insofar as he testified that he first learned of a problem with Massey's lawn when he was discharged. I credit Campos.

Crew member Rodas confirmed in his pretrial affidavit to the Board that the pictures of Massey's lawn reflected that it had not been mowed for 14 to 15 days.

MR. FUNK: Would you agree with me, Mr. Rodas, that the yard in those pictures has not been mowed in about two weeks or more?

A: Yes. That's what I said, that they would assign it every 15 days, and I don't know if they had assigned it that time.

Paperwork filled out by Moreno reported that Massey's lawn had been serviced weekly, including specifically Saturday, May 29, Friday, June 4, and Friday, June 11.

Ruiz, although not recalling Massey's yard, acknowledged in a pretrial affidavit given to the Board that he "realized that Jaime [Moreno] was skipping yards. I was not in agreement with

JD(ATL)-18-11

this, because that had happened to me with other team leaders. I mentioned this to Jaime [Moreno] on two occasions, and he would tell me that there were many houses to do." There is no evidence that the experience of Ruiz with "other team leaders" was reported to Campos.

Moreno denied skipping Massey's lawn. He testified that the photographs of the lawn 5 days after it had supposedly been mowed were not inconsistent with grass growth insofar as there had been significant rainfall. I do not credit that testimony. The testimony of Rodas regarding 2 weeks grass growth and a 15 day assignment to Massey's lawn is consistent with the lawn being skipped. Campos, who oversaw all the lawn crews, credibly testified that Massey's lawn had not been mowed on the previous Friday, June 11, "pictures don't lie."

Moreno acknowledged that, when customer service received a complaint, he, the crew leader, would be notified by customer service that the complaint had been made and that customer service would also notify Supervisor Campos. As already noted, Ruiz worked on Moreno's crew for less than 2 weeks. Prior to that, Victor Garcia was on the crew. Garcia credibly testified that Moreno regularly skipped lawns. He explained that "there were too many houses." The crew worked in Sugar Land, Missouri City, and Richmond and "because there were so many houses, sometimes there was not enough time to do them. That's why they was [sic] being skipped." Moreno told Garcia that "he would have to skip two to three."

20

5

10

15

Garcia recalled one occasion upon which Campos told Moreno and Garcia not to leave, that he had received a complaint from a customer that her yard had not been serviced. Moreno told Garcia, "Let's go quickly, and let's do the house before he goes." Moreno was not recalled to deny the foregoing testimony. I credit Garcia.

25

30

Garcia recalled that Campos questioned him regarding whether Moreno was skipping houses because he was "getting too many calls from customers," and Garcia acknowledged that Moreno had skipped houses. The General Counsel's brief argues that, assuming that testimony was true, "Supervisor Campos was aware of skipped yards by Moreno and did nothing." Campos, although admitting that he "should have written him [Moreno] up," credibly testified that he "verbally spoke to him plenty of times" regarding complaints but that Moreno would claim that "they were done," and he could not prove otherwise.

35

Campos explained, consistent with the testimony of Garcia, that Moreno would get there "before I could go." By the time Campos arrived at the lawns, he would "find them freshly mowed." Moreno was unaware that Massey had complained that her yard had not been mowed because she did not call customer service, she contacted Campos directly. Thus, on that occasion, Campos arrived before Moreno.

45

40

The following week, Campos conferred with Martin, showing him the email from Massey, the photographs he took on June 16, and the documents that Moreno had filled out on June 11 reflecting that he had completed Massey's lawn. Martin determined that discharge was appropriate and instructed Campos to prepare the paperwork. On June 22, Moreno was called to Martin's office. Martin and Campos were present. Moreno recalls that Campos told him that he didn't "do a house," and showed him "some pictures." Martin informed Moreno that he was discharged. Moreno recalls that he denied skipping Massey's lawn, but neither Campos nor Martin recall that he made any such denial, the same denial he made to Campos on June 16. The discharge notice states:

Jaime Moreno is being terminated for falsification of paperwork and not completing his job. Jaime filled out an invoice stating that he completed a job. Customer called so I can evaluate lawn and it had been skipped, but on invoice was left as complete.

As Moreno left he stated in Spanish, that Campos was "going to regret that I fired him."

The employee handbook sets out a progressive system of discipline with the caveat that "a single act of misconduct may be of sufficiently serious nature for earlier stages of the procedure to be curtailed." The employment agreement signed by all employees states that employees may be discharged for cause and specifically sets out "[c]onduct constituting dishonesty" and "fraud" as well as "[c]onduct that has the effect of damaging the reputation of company or its business." Relative to maintaining the reputation of the Company, President Jenkins explained that the "people that we hire have got to be people that we trust."

Moreno filed an unfair labor practice charge on June 22, the day of his discharge. The Company cooperated in the investigation and brought Rodas and Ruiz, as well as former crew member Garcia, to the Region 16 resident office in Houston to give affidavits.

15

5

10

On or about September 18, some 2 weeks after Ruiz gave his affidavit on September 2, Campos asked Ruiz for a copy of the affidavit that he had given, that "the lady," referring to the company comptroller, "needed my affidavit." Ruiz told Campos that he was "not going to show it to him, because it was confidential, and I didn't show it to him."

20

Campos also asked Garcia for a copy of the affidavit that he had given, saying "the lady needed to see it." Garcia responded that he had not received it and that, even if he had, "I wouldn't give it to you."

25

C. Credibility

Massey credibly testified that she had lived in the house for 23 years and the "grass has never been that long." Campos credibly testified that the lawn had not been mowed the previous Friday, June 11.

30

35

Moreno's denial that he had skipped Massey's lawn was not credible. Moreno was not recalled to deny the testimony of Garcia that, upon learning of a customer's complaint, Moreno told him they should go to "do the house before he [Campos] goes." No member of Moreno's crew claimed that Massey's lawn had been mowed on June 11. Rodas recalled that the Company would "assign it every 15 days, and I don't know if they had assigned it that time." Ruiz admitted that Moreno would skip lawns. Moreno's demeanor was not impressive and his unsolicited assertion that he "went to church" did not enhance his credibility. The failure of any of the crew members to affirmatively testify that Massey's yard was mowed on June 11, as reflected on the documents that Moreno signed, belies his testimony to the contrary.

40

45

D. Analysis and Concluding Findings

The complaint alleges the unlawful interrogation of employees relative to the request that they provide the Respondent with copies of the affidavits they gave to the Board and that the discharge of Moreno violated the Act.

The request for affidavits followed the presentation by the Respondent of employees to the Board in response to the unfair labor practice charge filed by Moreno. Board affidavits are confidential. "The Board has consistently held that the questioning of an employee as to statements he or she may have given to a Board agent, as well as employer requests for copies of affidavits provided by employees to the Board, is inherently coercive and unlawful." *Inter-Disciplinary Advantage*, 349 NLRB 480, 505 (2007).

Although the Respondent did not ask the employees what they had stated to the Board agent, asking for copies of their affidavits effectively requested that they reveal what they had told the Board agent. The foregoing request for a copy of the confidential affidavits that the employees gave to the Board was inherently coercive. The Respondent, by requesting that employees provide it with copies of affidavits that they had given to the Board, violated Section 8(a)(1) of the Act.

5

10

15

20

25

30

35

40

45

Moreno was not discharged for complaining on behalf of his crew, thus this is a mixed-motive case in which it is appropriate to apply the analytical framework of *Wright Line*, 251 NLRB 1083 (1980), enfd. 662 F.2d 899 (1st Cir. 1981). There is no question that the complaint about the lawnmower made by Moreno on behalf of his crew as well as the crew complaining directly to Martin constituted protected concerted activity. The negative reaction of Campos regarding Moreno's contacting Martin on behalf of his crew reveals animus. I find that the General Counsel has carried the burden of proving that protected concerted activity was a substantial and motivating factor for Respondent's action. Thus, it was incumbent upon the Respondent to establish that the same action would have been taken against Moreno in the absence of his protected concerted activity.

Campos, through customer service, received complaints that lawns assigned to Moreno's crew had been skipped. Moreno had also been informed by customer service of those complaints. If Moreno went immediately to service a lawn about which a complaint had been received, there was no evidence that the lawn had been skipped. The credible testimony of Garcia, which Moreno was not recalled to deny, establishes that this occurred on the occasion to which Garcia testified. Campos recalled going to lawns about which complaints had been made "on more than one occasion" and finding them freshly mowed.

Former crew member Garcia credibly testified that Moreno skipped lawns. Ruiz, in his pretrial affidavit, confirmed that Moreno skipped lawns. Rodas thought that Massey's lawn was serviced every 15 days, not every week, as shown on the paperwork completed by Moreno.

Massey contacted Campos directly. The investigation by Campos confirmed, contrary to the paperwork Moreno had filled out, that Massey's lawn had not been serviced on June 11.

The General Counsel contends that Moreno was discharged for engaging in protected concerted activity and argues that there was no investigation. Contrary to that argument, there was an investigation, the site visit by Campos. Having observed that the lawn had not been serviced, there was no reason for further investigation. He called Moreno. Moreno claimed that the yard had been serviced. Campos, who had just taken photographs, concluded that Moreno was being untruthful. Whether Moreno also denied skipping Massey's yard at the time of his discharge is immaterial insofar as the Respondent did not believe that denial in view of the observation of the lawn by Campos and the photographic evidence.

The brief of the General Counsel argues that Campos took statements from Ruiz and Garcia on July 1 in an "apparent effort to substantiate the termination after the fact." I disagree. The Respondent was informed by letter dated June 22 that a charge had been filed and was urged to present "all material witnesses." There is no evidence that the Respondent's contacting Ruiz and Garcia, who had worked on Moreno's crew and were potential "material witnesses," was an effort to substantiate anything other than what they knew or did not know. Campos knew what he saw, what he had photographed, and what he had acted upon.

The brief of the General Counsel asserts that "Campos attempted to bolster the decision to terminate Moreno by citing four additional alleged customer complaints as further basis for the termination." Contrary to that assertion, Campos, in testimony, explained that, although he had received reports of Moreno skipping lawns, he had no proof. The testimony and documentary evidence relating to the additional complaints did not relate to the decision to discharge but corroborated the justification for Campos' belief that Moreno had been skipping lawns, a belief that was confirmed when he received the complaint from Massey before Moreno could "go quickly" to "do the house."

5

10

15

20

25

30

35

40

45

The various instances of misconduct by other employees cited in the brief of the General Counsel in which discipline other than termination was imposed do not involve filling out documents reflecting that work was completed and billing the customer when no work was done. One might well agree that refusal to take a drug test after wrecking a company vehicle should warrant discharge, but it does not establish disparate treatment insofar as a customer was not billed for work not performed. Similarly, failure to discharge an employee for improperly performing work and settling a Better Business Bureau complaint relating to that work does not establish disparate treatment. Although other employees were warned, not discharged, for falsification of paperwork with regard to recording incorrect times or failing to fully complete a job, there is no evidence of any instance in which an employee signed paperwork reflecting that work was completed and the customer was billed when no work had been performed.

Consistent with the June 11 assurance by Martin to Moreno and his crew that there would be no retaliation against them and in agreement with the arguments in the brief of the Respondent, I find that there was no retaliation for protected concerted activity. Moreno was discharged for claiming that work was performed that was not performed, falsifying paperwork with regard to that work, and billing a customer for work that was not performed. The Respondent has established that Moreno would have been discharged notwithstanding his protected concerted activity. In view of the foregoing and the entire record, I shall recommend that this allegation be dismissed.

Conclusions of Law

By requesting that employees provide copies of affidavits that they gave to the Board, the Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and Section 2(6) and (7) of the Act.

Remedy

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to post and email an appropriate notice in both English and Spanish.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended²

² If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

ORDER

The Respondent, ABC Pest Control of Houston, Inc., d/b/a ABC Home & Commercial Services, Houston, Texas, its officers, agents, successors, and assigns, shall

5

- 1. Cease and desist from
- (a) Requesting that employees provide it with copies of affidavits that they have given to the National Labor Relations Board.

10

- (b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.
 - 2. Take the following affirmative action necessary to effectuate the policies of the Act.

15

20

(a) Within 14 days after service by the Region, post at its facilities in Houston, Texas, copies of the attached notice marked "Appendix" in both English and Spanish. Copies of the notice, on forms provided by the Regional Director for Region 16, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since September 13, 2010.

30

25

(b) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

35

IT IS FURTHER ORDERED that the complaint is dismissed insofar as it alleges violations of the Act not specifically found.

Dated, Washington, D.C., June 23, 2011.

40

George Carson II
Administrative Law Judge

45

³ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the National Labor Relations Board An Agency of the United States Government

The National Labor Relations Board had found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union Choose representatives to bargain with us on your behalf Act together with other employees for your benefit and protection Choose not to engage in any of these protected activities

WE WILL NOT request that any of you provide the Company with copies of affidavits that you have given to the National Labor Relations Board

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

		ABC PEST CONTROL OF HOUSTON, INC., d/b/a ABC HOME & COMMERCIAL SERVICES	
		(Employer)	
Dated	Ву		
		(Representative)	(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.819 Taylor Street, Room 8A24, Fort Worth, TX 76102-6178

(817) 978-2921, Hours: 8:15 a.m. to 4:45 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (817) 978-2925.